

AGREEMENT

between

CITY OF ALTOONA

and

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
AFL-CIO, DISTRICT COUNCIL 83
LOCAL 2188
(School Crossing Guards)**

January 1, 2014 – December 31, 2021

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PREAMBLE

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships, subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety, and welfare. Unresolved disputes between the City and the Union are injurious to the public and both parties are, therefore, aware that adequate means must be established for minimizing them and providing for their resolution. The City and the Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into a written agreement evidencing the result of such negotiations, and establishing procedures to provide for the protection of the rights of the City and its employees, and to insure to the public orderly and uninterrupted services.

ARTICLE I

RECOGNITION

Section 1: The City of Altoona, a Municipal Corporation situated in the County of Blair and Commonwealth of Pennsylvania, maintaining its principal office at City Hall, Altoona, Pennsylvania, 16603, hereinafter referred to as the "City", pursuant to Section 606 of the Public Employee Relations Act, Number 195, hereby recognizes the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 83, maintaining its principal office at 161 Patchway Road, Duncansville, Pennsylvania, 16635, hereinafter referred to as "Union", as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

Section 2: The term "Employee", when used in this agreement, refers only to the School Crossing Guards certified at PERA-R-10, 602-C. Excluded from the Union's bargaining unit are all confidential employees, management level employees, and guards as defined in Act 195.

Section 3: No Strikes or Lockouts. For the duration of this agreement or any extension thereof, the Union, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike (as that term is defined in Act 195). Failure or refusal on the part of any employee to comply with any provision in this section shall be cause for discharge.

In consideration of this no-strike pledge by the Union and employees, the City shall not lockout employees for the duration of this agreement or any extension thereof.

Section 4: No Discrimination. Both the City and the Union agree not to discriminate against any employee on the basis of race, color, religion, sex, national origin, age, non-job related handicap, political affiliation, or the proper exercise by an employee of his rights guaranteed by Act 195.

ARTICLE II

MANAGEMENT RIGHTS

Except as expressly limited by the Third Class City Code, other relevant statutes and codes or provisions of this agreement, and reserving unto the City any and all management rights which by law may not be bargainable, the City shall have and retain all other managerial responsibilities which shall include, but not be limited to, the right to determine the policies of the City; to establish, amend, or modify an overall budget; to establish, combine or abolish job classifications; to reprimand, suspend, discharge for cause or otherwise relieve employees from duty for lack of work or other reasons; to hire, layoff, and recall; and to assign work to such employees and direct the work force, except as expressly modified or restricted by a specific provision of this agreement. The list of specific rights in this agreement is not intended to be nor shall it be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein.

Further, all inherent managerial rights, management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the City.

ARTICLE III

UNION SECURITY AND DUES CHECKOFF

Section 1: All employees covered herein shall be under the following Union security provisions:

A. Any employee who, on the effective date of this agreement, has joined or who joins the Union in the future, must remain a member for the duration of this agreement with the proviso that any such employee may resign from the Union as defined in Act 195, Maintenance of Membership.

B. If, during the life of this agreement, Act 195 is legislatively changed and provides therein an "Agency Shop Clause" in place of the "Maintenance of Membership Clause", the City agrees to incorporate herein said "Agency Shop Clause".

Section 2: The City agrees to deduct regular initiation fees and current monthly dues from the pay of those employees who individually request, in writing, that such deduction be made. The amounts to be deducted shall be certified to the City by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Council Office no later than ten (10) days after said deductions are made.

All employees covered in Sub-units 2, 3, and 4 shall be covered under the following Union security:

A. Any employee who, on the effective date of this agreement, has joined the Union or who joins the Union in the future must remain a member for the duration of this Agreement with the proviso that any such employee may resign from the Union as defined in Act 195, Maintenance of Membership, and in accordance with the following procedures:

1. The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 83, AFSCME, AFL-CIO, and a copy of the letter to the City. The official membership card must accompany the letter of resignation.
2. The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the employee is resigning membership in the Union and where applicable is revoking check-off authorization.

B. The Employer further agrees to deduct a Fair Share Fee bi-weekly from all employees in the bargaining unit who are not members of the Union. Authorization from non-members to deduct Fair Share Fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.

Section 3: The Union shall indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action arising out of or resulting from the implementation of this article.

ARTICLE IV

UNION PRIVILEGES

Section 1: The accredited representatives of the Union shall have no access to the premises of the City at any time during work hours to conduct Union business, without pay, unless the meeting has been approved in advance by the City and, provided further, that the premises requested are available.

Section 2: The Union may post notices, pamphlets, and memoranda on bulletin boards in areas so designated by the City, provided that such material is signed, dated, and clearly identified

as to source. No such material shall be posted which is profane, obscene, or defamatory of the City of its representatives or to any individual, or which constitutes election campaign material.

Section 3: Upon the request of either party, a labor/management meeting shall be held to discuss problems pertaining to labor and management relations under the collective bargaining agreement. Said meeting shall be comprised of up to six (6) members of the Union, and three (3) members from the City. If said meetings are scheduled during working hours by the City, the members attending on the Union's behalf shall not suffer loss of pay.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1: Beginning January 1, 2017, School Crossing Guards shall receive a daily rate of Thirty-Seven Dollars and Eight Cents (\$37.08) per day for services rendered. Beginning January 1, 2018, school crossing guards shall receive the daily rate of Thirty-Seven Dollars and Eighty-Two Cents (\$37.82). Beginning January 1, 2019, school crossing guards shall receive a daily rate of Thirty-Eight Dollars and Fifty-Eight Cents (\$38.58) per day for services rendered. Beginning January 1, 2020, school crossing guards shall receive a daily rate of Thirty-Nine Dollars and Thirty-Five Cents (\$39.35) per day for services rendered. Beginning January 1, 2021, school crossing guards shall receive a daily rate of Forty Dollars and Fourteen Cents (\$40.14) per day for services rendered.

Section 2: Stand-by Time. When an employee is placed on stand-by time, said employee will be paid at the 2011 wage rate for a two (2) hour period. If the employee is required to work additional hours, the employee will be compensated at the double time rate of pay for each additional two (2) hours.

ARTICLE VI

SENIORITY – PROBATIONARY PERIOD

Section 1: Seniority is defined herein as the length of an employee's continuous service with the City. Length of continuous service shall be computed from the date of permanent employment, subject, however, to the following provisions:

- A. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his rights to seniority shall cease upon the following:
 - 1. Discharge for just cause.
 - 2. When recalled after layoff, upon his/her failure to return to work within a period of forty-eight (48) hours after employee has received notification by certified mail to so return; provided, however, if the employee notifies the City within the said period that he/she is not immediately available for work, but wishes to remain on the seniority list, the City may, at its discretion, grant an extension. The City agrees to notify the Union of any such extension and the reason(s) for same.
 - 3. Layoffs in excess of twenty-four (24) months.
- B. Seniority shall be retained but shall not accumulate during periods of layoff or approved leave of absence.
- C. When an employee whose continuous service has been broken by any of the above causes is again hired, he/she shall begin as a new employee of the City.
- D. All newly hired employees shall be considered probationary employees for a period of three (3) school months from the beginning of their employment, during which time they shall have no seniority and other rights and entitlements except holidays under this agreement. New employees may be summarily dismissed within said three (3) month period from the date of employment at the sole discretion of the City and such dismissal shall not be subject to the grievance procedure described herein.

If such employee is retained beyond the three (3) month probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee.

- E. Absence due to sickness or accident disability or other approved leave of absence shall not constitute an interruption of continuous service.
- F. The City annually shall post on applicable bulletin boards a seniority list showing the classification and length of continuous service of each employee covered by this agreement. A seniority list will also be given to the local Union president and the School Crossing Guard steward.
- G. The seniority of employees hired on the same day shall be determined by the drawing of "lots".
- H. The City agrees that newly hired employees will be employed at the applicable rate of the job.

ARTICLE VII

LAYOFF

Section 1: When, in the sole opinion of the City it is necessary to reduce the working force of the City, all "extra" employees and those who have not completed their probationary period shall be laid off first.

Section 2: Employees shall be given a minimum of two (2) weeks advance written notice of layoff indicating the circumstances which made the layoff necessary, except in case of emergency.

Section 3: For employees having the same job classification, layoffs shall be in the inverse order of seniority.

Section 4: Employees shall be recalled in the reverse order of seniority on the basis of need and to positions for which they are qualified.

ARTICLE VIII

VACANCIES

Section 1: Posting of Vacancies. When a vacancy occurs in the bargaining unit, the City will post a notice of such vacancy for a period of three (3) workdays. The City may temporarily fill the vacancy pending selection of a successful applicant. The notice shall state which job(s) are open, how many openings exist and what minimum qualifications are required, and the time limit for filling of same. The City and the Union discourage the costly practice of indiscriminately applying for individual convenience or temporary advantage.

In situations where the hours of work for a position must be increased, the additional hours shall first be offered to the employee presently holding the position. If that employee declines to accept the additional hours, the additional hours shall be posted as for a vacant position and filled under the provisions of this Article.

Employees who wish to apply for the vacancy shall, in writing, indicate qualifications for the job and shall file their applications within the prescribed time limit.

Section 2: Filling of Vacancies. When a vacancy occurs in the bargaining unit, the most senior employee who applies for said vacancy will be given preference, provided he/she possesses the necessary skills and qualifications and proves his/her ability to the satisfaction of the City within thirty (30) workdays after assuming said position. Employees who fail to qualify within the prescribed thirty (30) workday period shall be permitted to return to their former job(s) without loss of seniority.

Section 3: School Crossing Guards will be allowed one (1) job bid per school year.

ARTICLE IX

JURY DUTY AND COURT HEARINGS

Section 1: Employees called for jury duty or subpoenaed to attend court will be granted a leave of absence while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the appropriate supervisor or his designee as far in advance

as practical. Employees on jury duty or subpoenaed as a witness shall be compensated the difference between their regular rate of pay and the amount received by them for court duty during the time they are serving in such capacity. Employees must verify the amount received for serving in such capacity.

Section 2: When an employee is required to attend a court hearing related to the employee's performance of his/her duties as a School Crossing Guard, outside of the employee's work shift, the employee will be compensated at the appropriate hourly rate of pay for all hours spent at the hearing.

ARTICLE X

HOLIDAYS

Section 1: The following holidays will be observed as paid holidays for all School Crossing Guards:

New Year's Day

Thanksgiving Day

President's Day

Christmas Day

Labor Day

Section 2: A substitute School Crossing Guard will be paid holiday pay if he/she works the day before and the day after said holiday. The Guard being replaced will be entitled to sick pay but not holiday pay.

ARTICLE XI

BEREAVEMENT LEAVE

Section 1: In the event of the death of persons having a relationship to bargaining unit members, which are listed in this section, three (3) days of bereavement leave will be paid beginning with the date of death.

Father
Mother
Brother

Son-in-law
Daughter-in-law
Stepfather

Sister
Husband
Wife
Son
Daughter
Mother-in-law
Father-in-law

Stepmother
Stepdaughter
Stepson
Grandchild
Guardian or any person living
in the same household, sharing
a common roof or table

Unless otherwise specified above, none of the above designations of persons shall include in-laws of the employee.

Section 2: One day of bereavement leave will be paid to the employee upon the death of:

Grandfather	Uncle
Grandmother	Aunt
Brother-in-law	Niece
Sister-in-law	Nephew
Grandfather-in-law	Uncle-in-law
Grandmother-in-law	Aunt-in-law

Unless otherwise specified above, none of the above designations of persons shall include in-laws of the employee.

Section 3: Should an employee need to use bereavement leave while on vacation, the vacation will be converted to bereavement leave. In such cases, vacation will be rescheduled.

ARTICLE XII

SICK LEAVE

Section 1: Sick leave, unlike vacation or holiday leave, is not an automatic entitlement, but is a privilege granted to employees in order to prevent employees from suffering undue financial hardship during time of legitimate illness.

Section 2: Employees shall earn one (1) day of paid sick leave per year of service up to a maximum of twelve (12) days per year for legitimate illness. All employees presently working shall receive a minimum of three (3) days per year.

Example: One (1) year of service – Three (3) days;
Five (5) years of service – Five (5) days;
Ten (10) years of service – Ten (10) days;

Fifteen (15) years of service – Twelve (12) days.

Any employee who, as of December 31, 2016, was entitled to earn more than twelve (12) days per of sick leave shall be grandfathered at the number of days they were eligible to earn during calendar year 2016.

Section 3: Employees may accumulate their unused sick leave up to a maximum of one hundred twenty (120) days. Any employee who had, as of December 31, 2016, a maximum accumulation of sick leave in excess of one hundred twenty (120) days shall be grandfathered and shall be eligible to maintain a maximum accumulation of the number of days they had as of December 31, 2016.

Section 4: Proof of illness in the form of a medical certificate shall be required if an employee is absent after three (3) or more consecutive workdays. On the fourth day when returning to work, the member must provide a medical certificate.

Section 5: Any employee who, in the sole opinion of the City, is abusing his sick leave privilege shall be required to submit a medical certificate for absence of one (1) day or more. The City agrees to notify the Union prior to invoking this requirement. This section shall be imposed for a maximum of six (6) months, subject to review by the City.

Section 6: No paid sick leave shall be granted unless the employee's supervisor is notified within one (1) hour before the employee's regular scheduled starting time, on the first day of absence, stating the approximate expected duration of the absence.

Section 7: The City shall maintain appropriate records of sick leave usage and shall prepare individual reports per employee to insure proper sick leave administration and uniformity of reporting. Any individual who misuses his sick leave entitlements shall be subject to disciplinary action including suspension and/or discharge.

Section 8: No employee shall be entitled to sick leave for any disability which resulted from any of the following:

- A. Illness or injury intentionally self-inflicted.
- B. Illness or injury which resulted from the employee's own misconduct or gross negligence.
- C. Disability which existed and which was known to the employee at the time of his employment and not brought to the attention of the City.
- D. Disability or illness which occurred while an employee was on furlough, layoff, or suspension from work.
- E. Remunerative work not directly related to City employment.

Section 9: Any employee who does not use any sick days in a calendar year will be granted one (1) personal day in the following year.

Section 10: Any employee who separates from employment with at least fifteen (15) years of service shall be paid for their accumulated unused sick leave in accordance with the following:

Days Available at Retirement	Percentage Buyout
0 – 100	30%
101 & above	50%

ARTICLE XIII

GENERAL PROVISIONS AND WAGES

Section 1: The City agrees to abide by the State and Federal statutes applicable to military leave.

Section 2: All employees covered herein shall receive a rate of thirty-seven dollars and eight cents (\$37.08) per day beginning January 1, 2017, a rate of thirty-seven dollars and eighty-two cents (\$37.82) per day beginning January 1, 2018, a rate of thirty-eight dollars and fifty-eight cents (\$38.58) per day beginning January 1, 2019, a rate of thirty-nine dollars and thirty-five cents (\$39.35) per day beginning January 1, 2010, and a rate of forty dollars and fourteen cents (\$40.14) per day beginning January 1, 2021.

Section 3: The City will provide a clothing allowance to the School Crossing Guards in the amount of \$5,000. At the end of the calendar year, any remaining balance of the clothing allowance may be carried over to the next year, provided the total amount of the allowance does not exceed \$6,000 at any one time.

The clothing allowance will be administered by a committee consisting of three (3) permanent school crossing guards chosen by the Union and the school crossing guard coordinator or some other individual designated by the City.

Section 4: All employees shall have the right to pay into the City of Altoona's Retirement Group for insurance coverage of hospitalization and major medical coverage.

A. This shall be done with no cost to the City.

B. This shall be on a direct pay basis by the School Crossing Guards only.

Section 5: The City agrees to conduct a paid one day orientation prior to the beginning of the school year for all school guards to discuss safety, clothing, and assignment of work areas.

ARTICLE XIV

GRIEVANCE PROCEDURE

POLICY: It is the policy of the City and Union to encourage a harmonious and cooperative relationship and to resolve employee grievances in accordance with fair and orderly procedures.

DEFINITION: A grievance is a dispute concerning the interpretation, application, or alleged violation of this agreement.

Section 1: An employee is entitled to select the Union or its accredited representative to represent him/her during all steps of the grievance procedure which is as follows:

The City shall not discharge any employee without just cause. The employee and the President of the Local will be notified, in

writing, that the employee has been discharged, and a copy of such notice will be sent to the Council office.

The Union may initiate a grievance concerning the suspension or discharge of an employee at the Second Step of the grievance procedure described herein.

First Step – Personnel Director and Supervisor

An employee with a grievance shall discuss it with the Supervisor and the Personnel Director within ten (10) days of its occurrence or knowledge of its occurrence. The Supervisor shall attempt to resolve the grievance to the mutual satisfaction of the employee and the City within five (5) days of its presentation. If the employee and/or Union does not proceed with the grievance to the second step within the time limits prescribed in the following subsection, and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

Second Step – Department Head with Personnel Director

If the employee is not satisfied with the disposition of his/her grievance after receiving a decision from the Superintendent, he/she may request that the Union steward submit a written appeal to his/her Department Head within five (5) workdays after a decision at the First Step is due. The Department Head shall give the employee a written decision within five (5) workdays of its presentation. If the employee and/or Union does not proceed with the grievance to the Third Step within the time limits prescribed in the following subsection and no extension of time is Granted, the grievance shall be considered to be satisfactorily resolved.

Third Step – City Manager's Decision

If the grievance remains unresolved after the second step, the Union steward may submit a written appeal to the designee of the City Manager within five (5) workdays after a decision at the Second Step is due. The designee, within fifteen (15) workdays after receiving the appeal, shall hold a hearing at which time the employee and/or the Union may present the grievance. The designee, within ten (10) workdays following the hearing, shall give the employee and Union a

written decision. If the employee and/or Union does not proceed with the grievance to the fourth step within the time limits prescribed in the following subsection, and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved.

Fourth Step – Arbitration

If the grievance remains unresolved after the third step, either the City or the Union may appeal to arbitration within fifteen (15) workdays after a decision at the third step is due. A request for arbitration may be initiated by serving upon the other party a notice, in writing, of an intent to proceed to arbitration. The notice shall identify the agreement provision in dispute, the issue(s) to be determined, and the employee or employee(s) involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator in accordance with the requirements of Act 195.

- A. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue(s) presented and shall confine his decision solely to the application and interpretation of this agreement. The decision or award shall be final and binding.
- B. The cost of arbitration shall be affixed in a manner prescribed by Act 195 and such costs shall be shared equally by the City and the Union. Each party shall bear the costs of preparing and presenting its own case.

Section 2: A grievance which affects a substantial number of employees may initially be presented by the Union at Step 2 of the grievance procedure. The Union shall designate one spokesman to act as representative for the group.

Section 3: A grievance may be withdrawn by the City, Union, or the aggrieved employee at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to the grievance or any further grievance.

Section 4: The time limit set forth in this grievance procedure shall, unless extended by mutual agreement of the City and the Union, be binding and any grievance not timely presented shall not be considered a grievance under this agreement and shall not be arbitrable.

Section 5: The Union shall notify the City, in writing, of the name of the Union steward and, further, shall promptly notify the City, in writing, of any changes thereof.

Section 6: The City shall notify an aggrieved employee of its decision by certified mail sent to the Union and the employee's last known address and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.

ARTICLE XV

HEADINGS

Section 1: Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XVI

GENDER AND NUMBER

Section 1: Unless otherwise provided herein, the masculine pronoun shall import the feminine, the singular number shall import the plural and vice versa, as applicable.

ARTICLE XVII

TOTALITY OF AGREEMENT

Section 1: The City and the Union acknowledge that this agreement represents the result of collective bargaining between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act Number 195 and constitutes the Entire agreement between the parties for the life of said agreement, each party waiving the right to bargain collectively with the other with reference to any other subject, matter, issue, or thing, whether specifically covered

herein, or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during negotiations preceding the execution of this agreement.

ARTICLE XVIII

LEGALITY

Section 1: Both parties hereto specifically agree that it is their intent that this agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions, and if it shall be determined by proper authority that this agreement, or any part hereof, is in conflict with said statutes, governmental regulations or judicial decisions, then both parties shall, within thirty (30) days after said determination, meet and discuss said invalidity. Meet and discuss shall be defined in this article as it is defined in Act 195.

ARTICLE XIX

SEPARABILITY

Section 1: In the event that any provision of this agreement is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

ARTICLE XX

DURATION


Section 1: Pursuant to the requirements of Act 195, this agreement shall be binding upon the parties hereto, their successors and assigns, from January 1, 2014, through December 31, 2021, and shall continue on the same terms and conditions thereafter from year to year. Either party may notify the other by certified mail on or before July 1, 2021, of its desire to modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers or representatives, and intending to be legally bound, hereby, have hereunder affixed their hands and seals this 27th day of June, 2017.

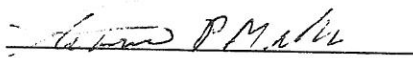
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO, DISTRICT COUNCIL 83,
LOCAL 2188

CITY OF ALTOONA

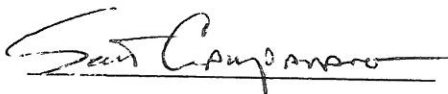
BY


Council Director


City Manager







ATTEST:

ATTEST:

City Clerk

